

# EXHIBIT 92

## Message

**From:** Linda Crawford [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DE92E24F9BD14DD391EA21CAE0A131C4-LINDA CRAWF]

**Sent:** 10/17/2016 1:50:20 PM

**To:** scherry@cainc.com

**CC:** Nakeba Rahming [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=879d33dd936548a39333444c70241d1f-Nakeba Rahm]

**Subject:** Executed contract

**Attachments:** signed contract 18379 Curriculum Associates.pdf

*Linda Crawford*

Ga Department of Education  
Division for Special Education Services & Supports  
205 Jesse Hill Jr., Drive  
1870 Twin Towers East  
Atlanta, GA 30334  
404-656-6318; Fax 404-651-6457  
[lcrawfor@doe.k12.ga.us](mailto:lcrawfor@doe.k12.ga.us)  
<http://gadoe.org>

*Educating Georgia's Future*

**CONTRACT****STATE OF GEORGIA****COUNTY OF FULTON**

This contract ("Contract") is made and entered into by and between the State School Superintendent, on behalf of the Georgia Department of Education, hereinafter referred to as the "Department," and CURRICULUM ASSOCIATES LLC, 153 RANGEWAY RD, P O BOX 2001, NORTH BILLERICA, MA 01862, hereinafter referred to as the "Contractor".

WHEREAS, the Department has identified the need for to provide professional learning for GNETS staff to implement a common diagnostic and instructional measure for all GNETS students; and.

WHEREAS, the Contractor has indicated that it is willing, qualified and experienced to conduct or provide such services for the Department.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

- Scope of Services:** Contractor will provide training and support for 24 GNETS programs to implement a common instructional, diagnostic, and progress monitoring program for all students enrolled for GNETS services. The breakdown of the work is as follows:

<b>Months</b>	<b>Activity and Time Allocation</b>
Sept 2016	The sales associate will ensure that all GNETS programs receive invoices and purchase licenses for the students in GNETS to access the i-Ready instructional and diagnostic program.
Sept 2016– Aug2017	<p>GNETS directors and teachers will participate in ongoing profession learning provided by curriculum associates. There will be content delivered face-to-face, and online. The content that will be provided is as follows:</p> <ul style="list-style-type: none"> <li>○ Getting Started: The practical framework for implementing i-Ready at a program level</li> <li>○ Teacher direction for creating rosters and administering lessons</li> <li>○ Understanding Data &amp; Instructional Decisions</li> <li>○ Use of the Diagnostic process</li> <li>○ Matching students to interventions</li> <li>○ Progress monitoring</li> <li>○ Problem solving with diagnostic and progress monitoring data at the program and student levels</li> <li>○ Informing parents and students of the results via data chats</li> </ul>
Sept 2016– Aug2017	<p>Ongoing technical assistance</p> <ul style="list-style-type: none"> <li>○ Assistance by phone</li> <li>○ Assistance by email</li> <li>○ Assistance in person for some programs</li> <li>○ Use of "Go to Training" or another training platform will be used for the 3 of the training sessions</li> <li>○ Four (4) of the training sessions will be face to face within the RESA regions.</li> </ul>

- Reporting Requirements.** Contractor shall provide all reports required under this Contract, or attachment (s) hereto, if any. In addition, unless otherwise provided in the Contract, Contractor shall provide the following reports:

- a) Expenditure Report:** If this Contract involves a cost reimbursement method of payment, Contractor shall maintain a record of the expenditures made pursuant to the Contract and shall submit an expenditure report to the Department along with each request for payment. Contractor shall provide a report of expenditures including, but not limited to the following information: dollar amount of the expenditure, description of the purpose of the expenditure, name of person/entity to which expenditure was made, and check number.

- b) **Activity Report:** Contractor shall submit an activity report to the Department along with each request for payment. At a minimum, such activity report shall include the following:
- i. The performance dates encompassed in the report;
  - ii. A description of all services/goods provided by the Contractor to the Department during those dates;
  - iii. A narrative progress report, if specifically requested by the Department; and
  - iv. Whether each contractual milestone was met by the specified due date.
3. **Payment for Services:** The method of compensation in this Contract is a fixed price or lump sum based on Quote ID: 101140.6, which is attached hereto and incorporated herein by this reference. Payment will be upon completion of the services. The Department shall have the right to withhold or deduct payments in the event of the Contractor's nonperformance. In no event will the total compensation and reimbursement Nine Thousand Eight Hundred Dollars (\$9,800.00) unless the Contract is amended in writing under the provisions of this Contract. Invoice(s) shall be submitted to: Nakeba Rahming 205 Jesse Hill Jr. Drive, Suite 1570, Atlanta, Georgia 30334. Contractor's invoice must be received by the Department no later than thirty (30) days after the project completion date. The Department may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.
4. **Term of Contract:** This Contract shall begin on September 5, 2016, or the date on which it is signed by both parties, whichever is later, ("Effective Date") and shall end at midnight on August 31, 2017. In the event this Contract is signed by the parties on different dates, the later date shall control. Milestone/Deliverable due dates occurring prior to the Effective Date will be renegotiated and mutually agreed upon in writing by both parties prior to work starting under this Contract. The Department will not make payment for any work performed prior to the Effective Date of this Contract.
5. **Renewal:** The Department may, at its discretion and with the written consent of the Contractor, renew this Contract up to four (4) additional one (1) year terms, plus the original term at the same prices, terms and conditions.
6. **Relationship of the Parties:** Contractor understands that it is an independent contractor and is not an employee, agent, partner, or joint venturer of or with the Department. Contractor shall not be entitled to participate in any vacation, medical or other fringe benefit or retirement program of the Department and shall not make claim of entitlement to any such employee program or benefit. Contractor shall be solely responsible for the payment of withholding taxes, FICA, State of Georgia, and other such tax deductions on any payments or earnings made, and the Department shall withhold none such payroll tax deduction for any payments due. Contractor agrees to indemnify and reimburse the Department from any claim or assessment by any taxing authority arising from this paragraph.
7. **Equipment and Supplies:** Any equipment, supplies, or materials used in the performance of this Contract which are not explicitly required under this Contract to be provided by the Department, shall be at the expense of the Contractor.
8. **Compliance with Statutes and Regulations:** The Contractor shall perform its obligations hereunder in accordance with all applicable federal and state laws and regulations now or hereafter in effect.
9. **Confidentiality:** The Contractor agrees to abide by all state and federal laws, rules and regulations, and Department policy respecting confidentiality of records, including but not limited to student records, and divulge no information concerning individual records to any unauthorized person.
10. **Civil Rights Compliance:** The Contractor agrees to comply with the following civil rights statutes: Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and the Age Discrimination Act (42 U.S.C. 6101, *et seq.*). Neither party will discriminate against any Department or Contractor employee or applicant for employment, or against any applicant for enrollment for a course of study, or against any student in his or her course of study or training related to this Contract because of race, color, gender, national origin, age, or disability.
11. **Drug-Free Workplace:** In accordance with the federal Drug-Free and Communities Act and Amendment of 1989, the Georgia Drug-Free Workplace Act of 1988 (O.C.G.A. Section 50-24-1, *et seq.*) and State Board of Education Policy GAM, the Contractor declares that the unlawful manufacture, distribution, dispensing, possession, or use of a

controlled substance, marijuana or dangerous drug is prohibited at Contractor locations at which individuals are directly engaged in the performance of work pursuant to this Contract. In addition, Policy GAM prohibits the unlawful possession, use, manufacture, distribution or sale of alcohol in the workplace.

12. **Trading with State Employees:** The Contractor shall make no payment to any employee of the Georgia Department of Education nor to any business entity in which a Georgia Department of Education employee maintains an ownership interest of 20% or more without obtaining prior written approval from the Georgia Department of Education, Division of Human Resources. The Contractor hereby certifies that this Contract does not and will not violate the provisions of Official Code of Georgia Annotated § 45-10-20, *et seq.*, which prohibit and regulate certain transactions between certain state officials, employees, and the State of Georgia.

13. **Contractor Not a State Employee:** Contractor certifies that services will not be provided by an employee of the State of Georgia.

14. **Conflicts of Interest:** Contractor shall take all reasonable steps to avoid any and all conflicts of interest, including the appearance of a conflict of interest.

15. **Recordkeeping requirements:** The Contractor agrees to maintain full and complete records which pertain to this Contract for a period of three (3) years from the date of final payment under this Contract, or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period.

16. **Access to records:** The Department or any duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract at any time during normal business hours for the term of this Contract and/or three (3) years thereafter for the purpose of making an audit, examination, excerpts, and transcriptions.

17. **Copyright:** Removed

18. **Open Records Act:** The Contractor understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section

50-18-70, *et seq.*) is applicable to the services provided pursuant to this Contract and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions under this Contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.

19. **Contractor's Indemnification Obligation:** The Contractor agrees to indemnify and hold harmless the State of Georgia, Department and its officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- i. Any breach of the Contract;
- ii. Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- iii. Any failure of services to comply with applicable specifications, warranties, and certifications under the Contract;

- iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the services provided under the Contract;
  - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - vi. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - vii. Any failure by the Contractor to comply with the "*Compliance with Statutes and Regulations*" provision of the Contract;
  - viii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - x. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
- a. *Duty to Reimburse State Tort Claims Fund.* To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (the "Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- b. *Litigation and Settlements.* The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
- c. *Survives Termination.* All indemnification obligations of the Contractor shall survive termination of the Contract.
20. *Patent/Copyright Infringement Indemnification.* Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Department shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.
- b. In case any of the services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:
- i. Procure for the State the right to continue using the services;
  - ii. Replace or modify the same so that it becomes non-inFRINGING; or
  - iii. Remove the same and cancel any future charges pertaining thereto.
- b. Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:
- i. Compliance with designs, plans or specifications furnished by or on behalf of the Department as to the services;
  - ii. Use of the services in combination with apparatus or devices not supplied by Contractor;
  - iii. Use of the services in a manner for which the same was neither designed nor contemplated; or
  - iv. The claimed infringement of any patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct interest by license or otherwise.

c. Survives Termination: All the above indemnification obligations of the Contractor shall survive termination of the Contract.

21. Non-profit Contractor: The Contractor agrees to comply with the provisions of the Official Code of Georgia Annotated (OCGA), Sections 50-20-2 through 50-20-8, as applicable. In accordance with this, the Contractor shall submit to the Department and the state auditor, any reporting packages or financial statements required by these code sections within 180 days after the close of the Contractor's fiscal year, unless waived by the state auditor.

22. Inability to perform: In the event that either party is unable to fulfill the terms of the Contract due to circumstances beyond their control, including but not limited to, fire, flood, or other acts of nature, or by war or attack by the public enemy or by other act of God, then this Contract shall be terminated by notice of the conditions causing such inability to perform being given to the other party. At such time both parties shall be entitled to the benefits received only to the extent that they have met the terms of the Contract.

23. Termination: This Contract may be terminated by the Department by providing written notice thirty (30) days prior to the termination of services, or upon written mutual agreement of both parties. Upon termination under this paragraph, the Department agrees to pay the Contractor for costs incurred prior to the date of termination, and the Contractor agrees to deliver all materials, data, reports, and other information collected or created by the Contractor or its subcontractors under this Contract prior to the date of termination.

24. Funding: Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Georgia Department of Education may not lawfully pledge the State's credit. In the event that the Department does not receive funds for this Contract or that the source of payment is insufficient with respect to the services and deliverables under this Contract, the Contract shall terminate without further obligation of the Department as of that moment. The determination by the Department of the events stated above shall be conclusive.

25. Publicity: Any publicity given to the services provided under this Contract, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released prior to approval by the Department.

26. Assignment: This Contract shall not be assigned or transferred by the Contractor unless consented to in writing by the Department.

27. Amendments in Writing: No modifications or alteration of this Contract will be valid or effective unless each modification or alteration is made as an amendment to this Contract and signed by both parties.

28. Severability: If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Contract will not be adversely affected.

29. Choice of Law: This Contract shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

30. Vendor Lobbyist Certification: Contractor hereby certifies that, as of the effective date of this Contract, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("*Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies*"). This Contract may be declared void at the Department's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

31. Debarred, Suspended, and Ineligible Status: Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4. Contractor will immediately notify the Department if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

32. Use of Third Parties. Except as may be expressly agreed to in writing by the Department, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Department. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.

33. Third Party Beneficiaries: There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Georgia Department of Education and the Contractor.

34. Notices: Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by US Post. Such notices shall be provided to a party hereto at the address set forth in the first paragraph or such other address that has been designated in writing to the other party for purposes of legal notice.

35. Multiple Counterparts: This Contract may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

CURRICULUM ASSOCIATES LLC

By: Steve Hayes  
Authorized Name: Steve Hayes  
Title: SVP, Implementation and Support

Date: 9/3/16

GEORGIA DEPARTMENT OF EDUCATION

By: James T. Dean  
James T. Dean  
Chief Financial Officer  
Federal EIN: 58-6002042

Date: 9-1-16

## **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into by and between the Georgia Department of Education ("Department") and CURRICULUM ASSOCIATES LLC, 153 RANGEWAY RD, P O BOX 2001, NORTH BILLERICA, MA 01862 ("Recipient").

### **RECITALS**

WHEREAS, the Department requires the services of providing professional learning for GNETS staff to implement a common diagnostic and instructional measure for all GNETS students conducting a technical evaluation of the Georgia Student Growth Model (the "Services"); and,

WHEREAS, the Department and Recipient have entered into an agreement (Reference Number: 41400-025-0000018375) for the Recipient to provide the Services; and,

WHEREAS, the Recipient has agreed to abide by the terms and conditions set forth in this Agreement with respect to all confidential information disclosed to it for the purposes of performing the Services.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **"Confidential Information"** shall mean any and all confidential data or information, related to a student, or otherwise, which is or has been disclosed to the Recipient or Recipient became or becomes aware of as a consequence of or through its relationship to the Department, which has value to the Department or to third parties who have entrusted the information to the Department and is not generally known to the public. Confidential Information shall include all information of an individual student protected by state and federal law.

2. **Nondisclosure.**

(a) In connection with the Services, the Recipient will have access to Confidential Information, including, without limitation, confidential information of students. The Recipient will not use, reproduce, distribute, disclose or otherwise disseminate any such information except as necessary for the provision of the Services. The Recipient will take reasonable steps to ensure that it protect all Confidential Information as specified herein and will use reasonable care to hold in confidence and not disclose Confidential Information. Disclosures of any of the Confidential Information shall only be made to the Recipient's employees who are directly involved in performing the duties as stated herein, have specific need to know such information and who are obligated by the Recipient to hold such information confidential and to otherwise comply with all terms of this Agreement. Any breach by an employee of the Recipient of a covenant herein will be considered a breach of this Agreement by the Recipient.

(b) This Agreement shall not be construed so as to grant the Recipient a license to utilize any Confidential Information disclosed pursuant to this Agreement.

(c) If the Recipient becomes legally compelled to disclose any Confidential Information (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Recipient will use all reasonable efforts to provide the Department with prior notice thereof so that the Department may seek a protective order or other appropriate remedy to prevent such disclosure; provided, however, that the Recipient will use all reasonable efforts to maintain the confidentiality of such Confidential Information. If such protective order or other remedy is not obtained prior to the time such disclosure is required, the Recipient will only disclose that portion of the Confidential Information which it is legally required to disclose.

(d) Upon termination of the agreement for the performance of Services, or upon the written request of the Department, the Recipient shall return to the Department all copies of all materials of any kind (in electronic and

hard copy) that contain or discuss any Confidential Information and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement. The Recipient shall not retain any copy of the materials containing Confidential Information.

3. **Remedies.** If the Recipient should breach or threaten to breach any of the provisions of this Agreement, the Department in addition to any other remedies it may have at law or in equity, may be entitled to an injunction order for specific performance or other similar remedy in order to specifically enforce the provisions of this Agreement. The Recipient acknowledges that money damages alone may be an inadequate remedy for the injuries and damage that could be suffered and incurred by the Department as a result of a breach of any of the provisions of this Agreement.

4. **Binding Effect and Assignability.** The rights and obligations of each party under this Agreement shall inure to the benefit of and shall be binding upon such party and its respective successors and assigns.

5. **Waiver.** The waiver by any party of a default or breach by any other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision by such other party or any other party hereto. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.

6. **Term.** The term of this Agreement shall be September 5, 2016 and extend through a period of five (5) years from the date of last disclosure of information protected hereunder, and can be extended upon mutual agreement of the parties.

7. **Miscellaneous.** This Agreement shall be governed by Georgia law. This Agreement contains the complete agreement concerning the arrangement between the parties hereto and supersedes all other similar agreements or understandings between the parties, whether oral or written, consistent or inconsistent, with this Agreement. This Agreement may not be amended by the parties hereto except by a writing executed by all of such parties.

In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and such provision shall be enforced to the maximum extent permissible in accordance with the parties' intent.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement as of the day and year first above written.

**GEORGIA DEPARTMENT OF EDUCATION**

By: 

Name: James T. Beck

Title: Chief Financial Officer

Date: 8-1-16

**CURRICULUM ASSOCIATES LLC**

By: Steve Hayes

Name: Steve Hayes

Title: SVP Implementation & Support

Date: 9/18/16



P.O. Box 2001 • N. Billerica, MA 01862-0901  
Phone: 800-225-0248 • Fax: 800-366-1158  
Email: [orders@cainc.com](mailto:orders@cainc.com)

## Price Quote

Quote Date: 7/6/2016 • Valid for 90 Days  
Quote ID: 1011406

F.O.B.: N. Billerica, MA 01862

**Shipping:** Shipping based on MDSE total (min: \$12.99)

**Terms:** Net 30 days, pending credit approval.

Page No. 68 of 85; p.  
Fed. ID: #26-3954988

**Prepared For  
Nakeba Rahming  
Georgia Dept Of Education  
205 Jesse Hill Jr Dr Se  
Atlanta, GA 30334  
404-656-6244  
[NRahming@doe.k12.ga.us](mailto:NRahming@doe.k12.ga.us)**

### CA Sales Representative

Susan Cherry

678-332-6445

[scherry@cainc.com](mailto:scherry@cainc.com)

Created by: SUSAN CHERRY

Modified by: SUSAN CHERRY

Please submit this quote with your purchase order.



### Placing an Order

Please attach quote to all signed purchase orders.

- 1) Email: [orders@cainc.com](mailto:orders@cainc.com)
- 2) Fax: 1-800-366-1158
- 3) Mail:  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
P.O. Box 2001  
North Billerica, MA 01862-0901

Please visit <http://www.curriculumassociates.com> for detailed order instructions or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

### Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Sales Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com> for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

### Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

### Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the back of your packing slip. We do not accept returns on individually sold Teacher Toolbox access packs, unused i-Ready® licenses, and materials that have been used and/or are not in "saleable condition." i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. Individual components of Ready® Achievement Packs and BRIGANCE® Kits cannot be returned for a refund.

For more information about the return policy, please visit <http://www.curriculumassociates.com>.

P.O. Box 2001, North Billerica, MA 01862-0901 • TEL: 800.225.0248 • FAX: 800.366.1158 • [www.CurriculumAssociates.com](http://www.CurriculumAssociates.com)

## Purchase Order

**Ship To:** Special Education Services and Supports  
 1870 Twin Towers East  
 205 Jesse Hill Jr., Dr. SE  
 Atlanta, GA 30334

Purchase Order	Type	Date	Revision	Page
41400-025-0000097461	AC	09/05/2016		1
<b>Payment Terms</b>	<b>Freight Terms</b>		<b>Ship Via</b>	
Net 30		Destination	COMMON	

**Vendor:** 0000510955  
 CURRICULUM ASSOCIATES LLC  
 153 RANGEWAY RD  
 P O BOX 2001  
 NORTH BILLERICA, MA 01862

**Bill To:** Special Education Services and Supports  
 205 Jesse Hill Jr., Dr. SE  
 Suite 1870 Twin Towers East  
 Atlanta, GA 30334

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
The State of Georgia Contract Terms and Conditions are applicable to this order. They can be viewed at: <a href="http://does.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/GAStandardTerms-ConditionsforSuppliers.pdf">http://does.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/GAStandardTerms-ConditionsforSuppliers.pdf</a>							
1-1	92474	SPECIAL EDUCATION CONSULTANT SERVICES	1.0000	LOT	9,800.0000	9,800.00	09/02/2016
Contract ID: 41400-025-0000018379							
<< SEPTEMBER 1, 2016 - AUGUST 31, 2017 >>							
						Item Total	<u>9,800.00</u>
						Total PO Amount	<u>9,800.00</u>

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized  
Signature

**Contractor Affidavit under OCGA § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Department of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the W1undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-1 0-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**450318** E-Verify number

**Federal Work Authorization User Identification Number**  
9/23/2011

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**Date of Authorization**

Curriculum Associates, LLC

**Name of Contractor**

**Name of Project**

Georgia Department of Education

**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept. 9<sup>th</sup> 2016 (city) Billerica (state), MA

Patricia Sayette

Signature of Authorized Officer or Agent

Patricia Payette, VP, Human Resources

**Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE DAY OF Sept 9th 2011

NOTARY PUBLIC

**My Commission Expires:**

